

EXHIBIT 3

THIS AGREEMENT made on the 11th day of May 2015, between UNITED FOOD AND COMMERCIAL WORKERS LOCAL 1500, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, having its principal place of business at 425 Merrick Avenue Westbury, NY 11590, hereinafter referred to as the "Union" and Fairway Group Holdings Corp., and any new or acquired corporation operating retail stores, all having their principal place of business at 2284 12th Avenue, New York, New York 10027, hereinafter collectively referred to as the "Employer".

WITNESSETH:

That in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE I - UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent (unless work is subcontracted out and performed in an off-site Non-Company owned location) for all managers, assistant managers, first clerks, department heads, Journeyman Clerks and Junior Clerks, grocery, dairy, produce, appetizing delicatessen and drug department employees, Courtesy Clerks, Full Time and Part Time meat wrappers, chicken processors, butchers, apprentice butchers, fish and meat managers, porters, maintenance, parking lot attendants, truck unloaders, Walnut Street warehouse workers, back room help, back street, bakery, coffee, dried fruit & nuts, sushi (unless sub contracted out in any Fairway store/location, agreement to meet and discuss impact on the workforce), floral (unless sub contracted out in any Fairway store/location, agreement to meet and discuss impact on the workforce), organics, on premise warehouse, cheese shop, café, catering (excluding exempt manager), kitchen, frozen, receiving, customer service (with the exception of associates that also perform office administrative functions. Company to provide prior notification to the Union), POS department employees, outside workers and all such other employees as the Union may be authorized or certified to represent, excluding truck drivers, off premises warehouse help (except for Walnut Street warehouse workers), office clerical, guards, waiter/waitress staff (74th St. restaurant only), construction/repair crew and supervisors as defined under the act in all stores and markets that are now owned, conducted, maintained and/or operated by it, and in any new store or market that it may own, conduct, maintain, operate and/or acquire at any time during the term of this Agreement, no matter under what name it is operated in the counties of Dutchess, Putnam, Westchester, Bronx, Manhattan, Kings, Queens, Richmond, Nassau and Suffolk in the States of New York, New Jersey and Connecticut.

ARTICLE II - UNION SECURITY

All employees shall, as a condition of their continued employment by the Employer, become members of the Union on the sixtieth (60th) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, and they shall thereafter maintain their membership in the Union in good standing during the term of this Agreement.

Any employee who is expelled or suspended from membership in the Union because of non-payment of initiation fees and periodic dues or the failure to perform any other obligation to the Union which would subject him/her to discharge under the provisions of the Labor Management Relations Act of 1947, or any Amendment thereof or Supplement thereto, shall be subject to dismissal from employment after receipt by the Employer, from the Union, of written notice of such non-payment of dues or initiation fees or failure to perform.

The employer agrees to forward to the Union, within thirty (30) days from the date of hire, all required Union documentation including, but not limited to, a fully executed Union application & medical enrollment card.

ARTICLE III - CHECK OFF

The Employer hereby agrees that it will check off initiation fees and dues from each employee for whom written authorization and direction are received on a form to be provided by the Union. The Employer shall

remit check off dues and initiation fees monthly, no later than the twentieth (20th) of each month to the Secretary Treasurer of the Union.

Effective 07/01/15, the deduction schedule for all new part time Employees for dues and initiation fees will begin on the ninety first (91st) day of employment. This change shall in no way change the probationary periods currently stated in the collective bargaining agreement.

ARTICLE IV - CONTINUANCE OF EMPLOYMENT

All employees are to be continued in their present employment during the terms of this Agreement, subject to the terms and conditions of employment in this Agreement and the Schedule attached hereto and made part hereof.

All junior clerks and part-time employees are deemed to be subject to the provisions of this Agreement unless otherwise provided and must become and remain members of the Union in accordance with this Article.

ARTICLE V - EMPLOYER'S PREROGATIVES

The Employer's prerogatives shall include the right of management, and hiring, direction and placement of the employees, subject to the terms of this Agreement.

The Employer's prerogatives shall include the right to fix days and hours when its markets shall open and close, the days and hours when its employees shall start and stop work, the right to transfer employees from one market to another and to interchange employees within any department, covered by this contract, and to change the type of work to be performed by any employee and the right to discharge or discipline any employee for just cause, subject to the terms of this Agreement.

It is understood and agreed that the combined butcher/seafood departments as opposed to all other departments in the Employer's markets shall have a separate and distinct identities and that the Employer's prerogatives to interchange employees and to change their type of work shall be restricted to, and within, said separate and distinct departments. This means that butcher and seafood employees may work in each other departments, but that the butcher/seafood departments will have separate seniority and bumping from the other departments. This does not affect the requirement that only butchers and butcher apprentices cut red meat, lamb, veal and pork. This does not affect simple trimming by individuals that are not butchers or butcher apprentices.

- The interchanging of employees within departments, or from one market to another, as is herein provided, shall not affect the seniority rights of any employee.

The Employer has the right to transfer any employee from one of its stores to another without the approval of the Union or the employee. The Employer will notify the Union in writing at least one (1) week in advance of a permanent transfer of a Journeyman Clerk or Full Time Clerk; at least three (3) days in advance of a permanent transfer of a Junior Clerk, Part Time Clerk or Part Time Courtesy Clerk, except that the Union will be notified as soon as possible in the case of an emergency transfer.

In the event such transfer causes a Journeyman Clerk or Full Time Clerk to expend excessive carfare in reporting to the new location, the Union, at the request of the employee, shall have the right to petition the Employer for reimbursement of the added expense to such transferred employee.

Where there is no public transportation available, transferred employees are to be reimbursed for additional fares or tolls resulting from a transfer and for additional automobile mileage at a rate equivalent to the current IRS approved per mile rate.

Where public transportation facilities are available, the Employer does hereby agree to reimburse the employees for any increase in carfares or traveling expense occasioned by said employee's transfer from one market to another.

When the transfer is requested by the employee and granted by the Employer, there shall be no reimbursement of any additional travel expense made by the Employer.

In the event Journeyman Clerks or Full Time Clerks are transferred by reason of the closing of a store or as a result of a general layoff or promotion, these transfers shall not be considered under this provision.

ARTICLE VI - STORE CLOSING

In no event shall the closing of any store or stores covered or operated by the Employer result in the loss in seniority rights of any of the employees affected thereby.

ARTICLE VII - ACCESS TO STORES

The Employer agrees to permit an authorized representative of the Union to visit any of the Employer's places of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with the Employer's business.

In order to facilitate the proper functioning of any employee benefit plan, and to insure that contributions are being made for all covered employees in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the examination of those records deemed necessary by a Certified Public Accountant, or by any other party to be mutually agreed to by the parties hereto.

The Employer agrees to display the U.F.C.W.I. Union Store Card, gratis, for the period of this Agreement. Said Union Store Card shall remain the property of the Union, and the Employer does hereby agree that the breach or violation of any of the provisions of this Agreement on its part shall constitute sufficient cause for the removal of the said Union Store Card by the Union.

The Union's authorized representatives or officers shall be permitted to check payroll records for the purpose of determining Union wage rates and Union membership according to the terms and conditions of the Union contract.

ARTICLE VIII - MILITARY SERVICE

A. In the event that any employee covered by this Agreement is required to leave their position, job or work by reason of their conscription into the United States Armed Forces or by reason of enlistment in any form of military service, and upon application as provided by law, shall be reinstated to their former position in such manner and on such conditions as the applicable law of statute provides, including but not restricted to the benefits of any increase in job wages and improvements in job working conditions, and in no event shall such military service be construed to deprive the employee of their rights and privileges as an employee or under any statute or law pertaining to such military service.

B. In the event that an employee shall make application for return to work from military service, they shall do so in the manner and condition provided by the applicable statutes.

C. A full-time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) weeks leave of absence (subject to extension in exceptional cases) without pay; such leave may be in addition to the employee's regularly scheduled vacation period in order that the employee may participate in the military training required by such organization. An employee who wishes to use their regular vacation period for military absence shall be paid in accordance with regular vacation procedure.

D. All notices for any military leave of absence must be submitted in writing to the Personnel Department.

ARTICLE IX - EMPLOYMENT OF MINORS

The Employer hereby agrees not to employ minors in violation of any of the provisions of the State or Federal Statutes in such cases made and provided.

ARTICLE X - INDIVIDUAL AGREEMENT

No employee shall make, or be required to make any Agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement, or in derogation of, or detracting from, any of their

conditions of employment herein contained, nor shall they be required to provide or post any security whatsoever.

ARTICLE XI - APRONS AND TOOLS

The Employer agrees to supply and furnish to all employees covered herein without cost to them, all aprons, footwear (where required by company) and such tools and work equipment as may be necessary for the performances of their duties.

The Employer shall, at its own cost and expense, furnish and launder the customary store coats, aprons, gowns and all apparel required by the Employer to be worn by any employee.

ARTICLE XII - LIE DETECTOR & DRUG TESTING

The Employer agrees that he will not request, require or accept any voluntary offer from any employee to take a lie detector test.

Any Union member who newly assumes the positions of Hi-Low operator, Forklift operator and/or Motorized Platform operator will be subject to a drug test, administered by the Company (or an assignee) prior to beginning his/her first day of said assignment. In the event of a failure of a Company required drug test the only results will be the member not being reassigned to any of the positions listed above and they will be returned to their prior position within the Company. At no point will the failure of a company required drug test have any other impact on the member or their employment with the Company. The Company further agrees not to share the information gathered with any outside agency or agents.

ARTICLE XIII - TRIAL PERIOD

The Employer shall be entitled to a trial period of sixty (60) days for all new journeyman clerks and full-time employees, and such new employees may be discharged by the Employer within the said sixty (60) day trial period without any reason being assigned for said discharge.

The Employer hereby agrees not to discharge any employee after the expiration of said sixty (60) day trial period except for just cause.

Once the employee passes the sixty (60) day trial period, their employment date and seniority date shall become retroactive to the first (1st) day of hire.

All Junior Clerks, Part Time Clerks and Courtesy Clerks hired after January 1st, 1995, shall have a six (6) month trial period.

ARTICLE XIV - SENIORITY RIGHTS

Seniority rights of employees in employment and in layoff shall prevail on a company-wide basis.

All Journeyman Clerks and Full Time employees at the 2328 12th Avenue location shall have a seniority date of December 1st, 1998, or their date of hire, whichever is later.

Junior Clerks, Part Time Clerks and Courtesy Clerks employed at the 2328 12th Avenue location shall have a seniority date of March 1st, 1999, or their date of hire, whichever is later.

Shop Stewards in each store shall be regarded as having the greatest seniority in the event of transfer or layoff.

Promotion within the bargaining unit shall be based on fitness and ability with seniority a factor if these qualifications are equal.

ARTICLE XV - STRIKES AND LOCKOUTS

There shall be no cessation of work, no strikes, no picketing or other interference with the operation of the Employer's business or any lockout by the Employer during the period of this Agreement.

It shall not constitute a breach of the Agreement for any employee or Union member covered by this Agreement to refuse to cross a picket line or to refuse to enter upon the premises of the Employer if such refusal does not constitute a violation of Section 8(b) (4) of the Labor Management Relations Act of 1947, as amended.

ARTICLE XVI - RETROACTIVITY

Except as is herein otherwise specifically provided, all wage increases and any other terms and conditions of employment herein contained shall be retroactive to and including the 30th day of March, 2015.

ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

All disputes, differences or grievances arising out of interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

A. Within two (2) calendar weeks of the occurrence of such dispute, difference or grievance, authorized representatives of the Union and the Employer shall, in good faith, endeavor to adjust such dispute, difference or grievance.

B. In the event that the matter is not adjusted in the above step, a representative of the Employer charged with the responsibility for labor relations and a duly designated representative of the Union shall attempt to adjust the same.

C. In the event the dispute, difference or grievance still remains unadjusted after compliance with the above steps, then such dispute, difference or grievance may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties, for an expedited arbitration or to the American Arbitration Association for its designation of an arbitrator, in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be borne equally between the parties.

D. The arbitrator shall not have the authority or power to arbitrate new provisions to this Agreement, or to arbitrate away either in whole or in part any provision of this Agreement, nor shall the arbitrator have the power to add to, delete from, or modify any of the provisions of this Agreement.

E. Any member of the Union who shall at the direction of the arbitrator, be required to testify at any arbitration proceedings, shall receive their regular pay therefore from the Employer.

ARTICLE XVIII - CLERKS' WORK CLAUSE

No person who is not employed by the Company in the bargaining unit shall be permitted to perform the work of a clerk. For the purpose of this Agreement, the work of a clerk shall include but not be limited to the performances of all duties in the retail market or self-service market, such as:

The marketing of merchandise; the stocking of shelves; the waiting on trade; the displaying of merchandise; the selling of food, dairy and appetizing products, the taking of inventory; the serving as or acting as checker or cashier, the serving as or acting as bookkeeper, and the bagging of merchandise.

The above clause may exclude the services of rack-jobbers handling non-food items, provided previous consent is granted by the Union.

ARTICLE XIX - OVERTIME PAY

A. The Employer agrees to pay all journeyman clerks and full-time employees, for any and all hours worked in excess of forty hours in a week, overtime pay at the rate of time and one-half their regular hourly rate.

B. The Employer agrees to pay all junior clerks and part-time employees for any and all hours worked in excess of thirty-five (35) hours in a week, overtime pay at the rate of time and one-half their regular hourly rate.

C. The Employer agrees to pay all Courtesy Clerks for any and all hours worked in excess of twenty-nine (29) regular hours in a week, overtime pay at the rate of time and one-half their regular hourly rate.

D. All Part Time Clerks, Junior Clerks and Courtesy Clerks working a shift that begins between 9:30 pm – 1:00 am shall be considered Overnight Crew and shall receive an additional twenty five cents (.25) per hour in addition to their regular straight time rate for every hour worked during that shift.

All Journeymen Clerks & Full Time Clerks shall receive ten percent (10%) in addition to their regular hourly rate of pay for all shifts starting between 9:30 pm – 1:00am.

E. In no event shall there be any pyramiding of overtime and premium pay.

F. Saturday/Sunday Work

1. Journeyman Clerks and Full Time Clerks shall receive one and one-half (1 1/2) times their regular rate of pay for work performed on Sunday. Junior clerks and part-time employees shall receive one and one half (1 1/2) times their regular rate of pay for work performed on Saturday and Sunday. Sunday shall not be considered as part of the regular work week for Journeyman Clerks and Full Time Clerks. Saturday and Sunday shall not be considered as part of the regular work week for Junior Clerks and Part Time Clerks. Part Time Courtesy Clerks shall receive one and one half (1 1/2) times their regular rate of pay for work performed on Sunday. Sunday shall not be considered as part of the regular work week for part time courtesy clerks.

2. Journeyman Clerks and Full Time Clerks shall not be required to work on Sunday. If the Employer is unable to staff a department on Sunday, employees shall be required to work in inverse order of seniority.

3. All Journeyman Clerks and Full Time Clerks shall be given a reasonable opportunity to work on Sundays and Holidays, where available, on a rotating basis, within their department & location, when the store is open for business.

4. Effective on or before 2-28-11, all non-probationary Junior Clerks, Part Time Clerks and Courtesy Clerks will have an established mandatory minimum amount of overtime. This minimum will be based on the members' average weekend hours (Saturday & Sunday for Junior Clerks & Part Time Clerks, and Sunday for Courtesy Clerks) worked over the 13 week period of 10-4-10 – 1-2-11. This minimum number of weekend hours will be guaranteed to the member for at least the term of this collective bargaining agreement.

1. Effective on or before 2-28-11, all probationary employees hired on or before 1-2-11, will, upon completion of their probationary period, be guaranteed a minimum of 8 weekend (as described in paragraph 1 above) hours, provided that they are available and have averaged at least 8 weekend hours throughout the last 13 weeks of their probationary period.

2. All Junior Clerks, Part Time Clerks and Courtesy Clerks hired on or after 1-3-11 will receive straight time for all weekend hours worked for the first 18 months of their employment. Upon completion of the 18 months of service the member will then be paid a \$2.00 per hour premium for all weekend hours (as described in paragraph 1 above) until the completion of 2 years of service. After 2 years of service all Junior Clerks, Part Time Clerks and Courtesy Clerks shall receive one and one half (1 1/2) times for all weekend hours worked (as described in paragraph 1 above).

3. In cases of excessive absences from scheduled weekend hours the Company will have available to it all elements of progressive discipline. Based on the above, the Company may also restrict an employee from the weekend schedule subject to meeting and discussing this issue with the relevant Union Representative.

ARTICLE XX - HOLIDAYS

A. All Journeyman Clerks and Full Time Clerks with at least three (3) months or more of employment shall be entitled to and receive the following Holidays with pay:

New Year's Day

President's Day* (*if hired before January 1, 1995)

Memorial Day

4th of July

Labor Day

Presidential Election Day**

(**must be registered voter if hired on or after January 1, 1995)

Thanksgiving Day

Christmas Day

In addition to the Holidays listed above all eligible Journeyman Clerks and Full Time Clerks hired before 1-1-95 shall receive, after one (1) year of employment, one (1) Personal Holiday plus the employee's birthday.

After the completion of two (2) years of employment, all eligible Journeyman Clerks and Full Time Clerks shall receive one (1) additional Personal Holiday plus the employee's anniversary of employment.

After the completion of three (3) years of employment, all eligible Journeyman Clerks and Full Time Clerks shall receive one (1) additional Personal Holiday.

B. The eligible employee shall notify his Employer at least two (2) weeks in advance of the proposed date of such personal holidays. These dates, however, shall be subject to the approval of the Employer.

C. The employee shall be compensated at the rate of one and one half (1 1/2) times, plus his regular holiday pay of straight time for any work performed on a Holiday.

D. If one of said holidays falls on a regular work day during an employee's vacation period, they shall be paid a sum of money equal to their daily straight time pay in addition to their vacation pay or be given an additional day of vacation.

E. An employee whose regular scheduled day off falls on one of the said holidays shall then receive another day off in the same week.

F. In order to be eligible for holidays, employees must work on the scheduled work day prior to and the scheduled work day following the holiday unless the employee's absence is excused or was occasioned by circumstances beyond his control.

Effective 5-11-15, In order to be eligible for time and one-half (1 1/2) and holiday pay for holidays that Are worked, employees must work on the actual holiday. Employees who actually work on a holiday will receive time and one-half plus holiday pay regardless of whether they work on the scheduled work day prior to and the scheduled work day after the holiday. This provision shall be subject to disciplinary action if abused. Such disciplinary action may be grieved by the Union.

In order to be eligible for holiday pay for holidays that are not worked, employees must work on the scheduled work day prior to and the scheduled work day after the holiday unless the employee's absence is excused or was occasioned by circumstances beyond his control.

G. No employee who is discharged for cause or who voluntarily terminates his employment prior to a holiday shall be entitled to receive holiday pay.

H. All eligible Junior Clerks, Part Time Clerks and Courtesy Clerks with at least six (6) months or more of employment shall be entitled to and receive the following Holidays with pay:

New Year's Day

President's Day* (*if hired before January 1, 1995)

Memorial Day

4th of July

Labor Day

Presidential Election Day**

(**must be registered voter if hired on or after January 1, 1995)

Thanksgiving Day

Christmas Day

In addition to the Holidays listed above any eligible Junior Clerks, Part Time Clerks and Courtesy Clerks hired before 1-1-95 shall receive, after one (1) year of employment, two (2) Personal Holidays plus the employee's birthday.

In addition to the Holidays listed above any eligible Junior Clerks, Part Time Clerks and Courtesy Clerks hired on 1-1-95 or later shall receive, after one (1) year employment, one (1) Personal Holiday plus the employee's birthday.

I. All employees, at the employee's option, may substitute any regular Holiday in observance of Martin Luther King Jr.'s Birthday. Said substitution shall be made in writing, to the employer, no later than December 31st. Mandatory staffing rules by inverse order of seniority apply.

J. If a Holiday falls on a Sunday the Holiday shall be observed on the following Monday for all Journeyman Clerks, Full Time Clerks and Part Time Courtesy Clerks. If a Holiday falls on a Saturday or Sunday the Holiday shall be observed on the following Monday for all Junior Clerks and Part Time Clerks.

K. All Junior Clerks, Part Time Clerks and Courtesy Clerks with less than two (2) years of continuous employment shall receive four (4) hours pay for all holidays, after two (2) years of continuous employment they shall receive seven (7) hours pay for all holidays.

L. Personal holidays for all employees are to be assigned and taken or shall be banked at the end of each contract year provided that the employee in the employ of the Employer at such time. Banked personal holidays can be taken at a later date or shall be paid out in full upon an employees' separation from the company.

ARTICLE XXI - VACATIONS

A. All Journeyman Clerks and Full Time Clerks shall be entitled to paid vacation leave as follows:

Length of Service	Hired Before 1/1/95	Hired on or After 1/1/1995
One (1) year:	Two (2) weeks	One (1) week
Two (2) years:	Two (2) weeks	Two (2) weeks
Seven (7) years:	Three (3) weeks	Three (3) weeks
Ten (10) years:	Four (4) weeks	Four (4) weeks
Twenty (20) years:	Five (5) weeks	-----
Twenty-five (25) years:	-----	Five (5) weeks

B. Except for those Journeyman Clerks or Full Time Clerks who have voluntarily left their employment or who have been discharged for just cause, all full-time employees laid off by the Employer before the completion of six (6) months of service shall receive one twelfth (1/12th) of their vacation pay for each month of service so rendered provided such services shall have been continuous.

C. If a Journeyman Clerk or Full Time Clerk who is with the Employer over a year and for reasons other than a discharge for just cause, terminates his or her employment with the Employer before completing a full year's employment, then that employee shall receive vacation pay on a pro-rata basis for that period.

D. Length of service for eligibility to vacation shall be computed from the date of employment.

E. Vacation pay shall be computed on the basis of the employee's regular straight time weekly wage, unless otherwise stipulated.

F. All Junior Clerks, Part Time Clerks and Courtesy Clerks shall be entitled to paid vacation leave as follows:

Length of Service	Hired Before 1/1/2007	Hired on or After 1/1/2007
One (1) year:	Thirty-five (35) hours	Twenty (20) hours
Two (2) years:	Seventy (70) hours	Twenty (20) hours
Three (3) years:	Seventy (70) hours	Seventy (70) hours
Seven (7) years:	One Hundred & five (105) hours	One Hundred & five (105) hours
Ten (10) years:	One Hundred & forty (140) hours	One Hundred & forty (140) hours
Twenty-five (25) years:	One Hundred & seventy-five (175) hours	One Hundred & seventy-five (175) hours

G. Effective 07/01/15, the Employer agrees to pay vacation pay in the payroll period prior to the commencement of the scheduled vacation(s) week.

ARTICLE XXII - SICK LEAVE

All Journeyman Clerks and Full Time Clerks hired prior to January 1st, 1995, shall, after completing three (3) consecutive months of full-time employment with the Employer, be eligible to receive in a contract year, a maximum of ten (10) days leave with pay computed on the employees' regular straight time rate of pay for eight (8) hours for days absent from work due to illness and start with the first day of any illness. The employee must notify the Employer at the time of illness so that the proper work schedule can be maintained.

All Junior Clerks, Part Time Clerks & Courtesy Clerks hired prior to January 1st, 1995, shall after completing three (3) consecutive months of part-time employment with the Employer be eligible to receive in a

contract year, a maximum of ten (10) days leave with pay computed on the employees' regular straight time rate of pay for seven (7) hours for days absent from work due to illness and start with the first day of any illness.

A. Those employees who are in the employ of the Employer on the last day of each contract year and who were employed for three (3) months or more during the contract year, shall be paid for sick leave for which they were eligible but did not use.

B. Any employee who is eligible for sick leave and is laid off, for reasons other than for just cause, prior to the end of the contract year, shall be paid for any unused sick leave on a pro-rated basis.

C. All Journeyman Clerks and Full Time Clerks hired on or after January 1st, 1995, after completing three (3) months of service shall receive one (1) day per month up to four (4) days in the first year of employment. In the second (2nd) year of employment they shall receive a total of six (6) days per year and in the third (3rd) year of employment a total of eight (8) days per year. After completing three (3) years of employment they shall receive ten (10) days sick leave. Any unused sick leave shall be paid for at the end of the calendar year.

D. All Junior Clerks, Part Time Clerks and Courtesy Clerks hired on or after January 1st, 1995 shall receive five (5) sick days; seven (7) hours pay for each sick day, to a maximum of thirty-five (35) hours.

E. All Junior Clerks, Part Time Clerks and Courtesy Clerks hired on or after January 1st, 2003, after completing one (1) year of service shall receive four (4) hours for each three (3) months of employment to a maximum of three (3) days/twelve (12) hours sick leave. After two (2) years employment they shall receive seven (7) hours for each three (3) months of employment to a maximum of four (4) days/twenty eight (28) hours. After the completion of three (3) years of employment they shall receive five (5) sick days to a maximum of thirty five (35) hours. After two (2) years employment any unused sick leave shall be paid for at the end of the calendar year.

F. All Junior Clerks, Part Time Clerks and Courtesy Clerks hired on or after January 1st, 2007, after completing one (1) year of service shall receive four (4) hours for each four (4) months of employment to a maximum of three (3) days/twelve (12) hours. After completing three (3) years of employment they shall receive four (4) sick days, to a maximum of twenty-eight (28) hours. After the completion of four (4) years of employment they shall receive five (5) sick days, to a maximum of thirty-five (35) hours. After two (2) years employment any unused sick leave shall be paid for at the end of the calendar year.

ARTICLE XXIII - LEAVE OF ABSENCE

A. Employees requesting a leave of absence for a reasonable period of time shall be given said leave of absence by the Employer at its sole discretion in writing, provided, however, that a refusal to grant such leave of absence shall not be unreasonably withheld. All requests for leaves are not necessary in cases of illness or injury, however, subsequent notice and request should be given as soon as is reasonably possible. A leave of absence granted by the Employer shall not constitute a break in seniority.

B. Family/Medical Leave of Absence. The Employer shall grant an employee a Family or Medical Leave of Absence if qualified, as required under Federal law.

ARTICLE XXIV - INJURY ON THE JOB

An employee who is injured on the job and is directed by a medical doctor not to continue work shall be paid his/her usual day's wages for that day at straight time for the day on which the injury occurred and up to the next two (2) scheduled days and which time shall not be considered sick leave.

An Employee absent from work due to injury or illness shall retain his/her seniority for a period not to exceed 12 months. Company agrees to meet and discuss with the Union any individual case that may, for reasons beyond the employees' control, go beyond 12 months.

ARTICLE XXV - JURY DUTY

Any employee called to serve on jury duty shall receive pay for actual hours worked for the Company. If this pay together with his jury pay does not equal his regular straight time weekly earnings, the Company will make up the difference, provided he works for the Company during such hours, when, because the jury is not

sitting, he is reasonably available for work. In the event any employee on jury duty serves five (5) days during the week, the juror's pay earned by him on his normal day off shall be excluded when computing the pay to be granted by the Company. The employee shall notify the Company upon receipt of jury duty service notice. The maximum pay for jury duty shall be two (2) weeks or four (4) weeks in the case of an employee called for grand jury (payment is based on the members presentation of proper documentation to the Company at the conclusion of juror service).

ARTICLE XXVI - COMPASSIONATE LEAVE

Journeyman Clerks and Full Time Clerks who attend services and burial shall be entitled to be paid funeral leave not to exceed three (3) days for all work days lost from the day of the death through the day of the burial of a member of the immediate family, the employee's working day off not to be computed as part of funeral leave. The "immediate family" is defined as the spouse, child, legal step child, legal foster child, sister, brother, parent, legal step parent, legal foster parent, spouse's parent, spouse's legal step parent or spouse's legal foster parent. In the event of the death of a grandparent/grandchild such employee shall be entitled to one (1) day off without loss of wages to attend the funeral, or memorial services.

A. Junior Clerks, Part Time Clerks and Courtesy Clerks shall be entitled to funeral leave as provided for Journeyman Clerks and Full Time Clerks, but on a pro-rated basis. Such employees shall be compensated for actual time lost as set forth on the weekly work schedule.

ARTICLE XXVII - WELFARE FUND

Effective October 1st, 2014, the Employer agrees to contribute the sum of \$1087.66 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular Journeyman Clerk and Full Time employee covered by this Agreement who has completed sixty (60) days of Employment.

Effective October 1st, 2015, \$1163.80 per month

Effective October 1st, 2016, \$1245.27 per month

Effective December 1st, 2017, \$1307.53 per month

Effective October 1st, 2014, the Employer agrees to contribute the sum of \$76.06 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular Junior Clerk, regular Part Time Clerk or regular Courtesy Clerk and the sum of \$312.07 on behalf of every Special Part Time Employee on the first of the month following the completion of six months of continuous employment.

<u>Effective Date</u>	<u>Regular Part Time</u>	<u>Special Part Time</u>	<u>ACA Part Time</u>
01/01/15	\$76.06 per month	\$312.07 per month	\$300.00 per month
10/01/15	\$81.38 per month	\$333.91 per month	\$321.00 per month
10/01/16	\$87.08 per month	\$357.28 per month	\$343.47 per month
12/01/17	\$91.43 per month	\$375.14 per month	\$360.64 per month

The amount of monthly contributions to the Fund and the method of calculation, whereby a specific monthly sum is contributed for each class of employee, is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

a. Effect of the Affordable Care Act (ACA):

In the event the Employer is obligated to offer/provide additional health benefits to certain part time associates to avoid a financial penalty, due to the provisions of the Affordable Care Act (i.e. those who average over 30 hours), those benefits shall be provided for by the Fund to comply with the mandate. The Employer agrees that

it will pay a monthly contribution of \$300.00 per employee, for the term of this agreement, for a plan that complies with the ACA and will avoid employer mandate penalties. The weekly pre-tax contribution for any such associate who elects this plan shall be twenty (\$20.00) dollars. The parties agree that in the event that the Affordable Care Act (ACA) is reversed and/or changed, the Company shall not be obligated to provide ACA complaint coverage unless and until legally required.

b. Weekly Contribution for Special Part Time Employees:

Effective 03/01/14, the weekly pre-tax contribution to the Fund for any such associate who elects the Special Part Time plan is fifteen (\$15.00) dollars. There shall be no new entrants into the Special Part Time Plan after 2/28/14.

c. Weekly Contribution for new Full Time Employees:

Effective 01/01/15, the weekly pre-tax contribution to the Fund for any employee who is hired as, or promoted to, a Full Time position, and who elects the Full Time plan, is ten (10) dollars.

ARTICLE XXVIII - PENSION FUND

Effective January 1st, 2015, the Employer agrees to contribute the sum of \$298.61 per month on behalf of each regular Journeyman Clerk and Full Time employee covered by this Agreement who has completed sixty (60) days of service with the Employer to the UFCW Local 1500 Pension Fund. Such contributions shall begin on the first (1st) day of the calendar month next following the completion of sixty (60) days of such employment.

Effective January 1st, 2016 - \$309.06 per month

The increase in the monthly contribution rates on January 1, 2016 is contingent on the Trustees of the UFCW Local 1500 Pension Fund discontinuing the practice of purchasing annuities. If this contingency is not met by January 1, 2016, the monthly contribution rate shall remain at the rate established as of January 1, 2015.

Effective January 1st, 2015, the Employer agrees to contribute the sum of \$99.89 per month on behalf of each regular junior clerk, part-time clerk and regular courtesy clerk who has completed six (6) consecutive months of regular part-time service with the Employer to the UFCW Local 1500 Pension Fund. Such contributions shall begin on the first (1st) day of the calendar month next following the completion of six (6) consecutive months of such employment.

Effective January 1st, 2016 - \$103.39 per month

The increase in the monthly contribution rates on January 1, 2016 is contingent on the Trustees of the UFCW Local 1500 Pension Fund discontinuing the practice of purchasing annuities. If this contingency is not met by January 1, 2016, the monthly contribution rate shall remain at the rate established as of January 1, 2015.

ARTICLE XXIX - LEGAL SERVICES

The Employer agrees to contribute the sum of \$1.75 per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular journeyman clerk and full-time employee covered by the Agreement who has completed sixty (60) days of service with the Employer. Such contributions shall begin on the first (1st) day of the calendar month next following the completion of sixty (60) days of such employment.

The Employer agrees to contribute \$1.75 Dollars per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular junior clerk, regular part-time clerk and regular courtesy clerk who has completed six (6) consecutive months of regular part-time service with the Employer. Such contributions shall begin on the first (1st) day of the month next following the completion of six (6) consecutive months of such employment.

ARTICLE XXX - CONTRIBUTIONS TO HEALTH & WELFARE,
PENSION AND LEGAL SERVICES FUNDS

A. There shall be no contributions to the Welfare Fund, Pension Fund and Legal Services Fund for those employees working full-time for the summer period of May 15th to September 15th only, nor shall there be any change in part-time contributions for part-time employees working full-time for the summer period only. Should such employees continue without interruption on a full-time basis after the summer, the Employer shall pay as though there was no relief.

B. 1. Contributions to the Welfare Fund, Pension Fund and Legal Services Fund shall be remitted by the Employer to the Fund's office on or before the twentieth (20th) day of each month. Every employee of record who works at least one day in the current month shall be considered to be employed for the entire month for the purpose of computing contributions for that month.

2. Upon the failure of the Employer to make payment of any contributions within fourteen (14) days of the date due, the Trustees shall be entitled at their sole option to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law to collect said contribution, together with interest, liquidated damages as established by the Trustees, attorneys' fees and court costs. Such interest and liquidated damages shall accrue starting on the day after the due date of the contributions (the twentieth day of the current month), and shall continue to accrue until said contributions, together with any accrued interest and liquidated damages, have been paid.

3. The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have cancelled the payment of benefits to said Employer's covered employees, the Employer will be responsible for all hospital, medical, surgical and other benefits that would have been paid by the Fund had the Employer's delinquency in making its contributions not resulted in the cancellation of any rights on the part of the Employer's covered employees to receive any such benefits.

4. The Employer hereby accepts and ratifies the Agreements and Declarations of Trust, as amended from time to time, establishing the Funds as if they were set forth herein in full, and ratifies the designation of the Trustees thereunder. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

5. The Employer shall make available to the Funds, any and all pertinent records of employees that the Funds may require to soundly and efficiently operate the Funds. The Trustees shall have the right to have the Employer's records audited by an accountant of the Funds' own choosing, at the Funds' expense.

6. In the event the Employer fails to make contributions or provide records as required herein, the Trustees may, despite any other provision of this Agreement, submit to arbitration any issue with regard to these provisions, before an arbitrator designated in accordance with the labor arbitration rules of the American Arbitration Association. The arbitrator shall, in the event a violation exists, make a finding and award, which shall direct payment to the Fund, including the costs of the arbitration, legal fees and audit expenses together with interest and liquidated damages as established by the Trustees.

7. Upon the written request of the Employer, the Trustees shall make annual financial reports to the Employer, which shall contain information relating to the application of the monies received and benefits paid by the Funds.

C. In the case of any employee's illness or injury, contributions to the Welfare Fund the Pension Fund, and the Legal Services Fund shall be made for a period not to exceed three (3) months of absence from work. In the case of an employee who is receiving Worker's Compensation benefits, contributions to the Welfare Fund shall also be made for the seventh (7th), eighth (8th) and ninth (9th) months of such absence.

D. The Employer shall make contributions to the Welfare Fund on behalf of each employee on family or medical leave under the provisions of the Family Medical Leave Act (FMLA), 29 U.S.C. §2601. et seq., for each month or partial month the employee is on such leave. The failure of an employee to return to work from such leave, within the meaning of 29 U.S.C. §2614 (c) (2), shall create no obligation on the part of the Union or the Welfare Fund to take any action to recover or to assist in the recovery of said contributions from said

employee, nor will such failure to return to work relieve the Employer of its obligation to contribute to the Welfare Fund on behalf of said employee during the period specified in 29 U.S.C. §2614 (c) (1).

E. The Employer shall make contributions to the Pension Fund on behalf of each employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service. The Employer shall also make contributions to the Pension Fund on behalf of each former employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service if the Employer was the last employer employing the former employee prior to such military service. Contributions shall be made at the Employer's contribution rate in effect during each month of military service to which such Future Pension Service relates. Such contributions shall be due and payable within thirty (30) days of reemployment of the employee with the Employer or within thirty (30) days of notice that the employee has become employed, in employment which meets the requirements of 38 U.S.C. §4312, with another contributing employer to the Pension Fund.

ARTICLE XXXI - HOURS AND LENGTH OF WORK WEEK

Except for Junior Clerks, Part Time Clerks and Courtesy Clerks, forty (40) hours shall constitute the regular work week for all employees covered herein.

In a week in which a full day holiday occurs, thirty-two (32) hours shall constitute the regular work week for all regular Journeyman Clerks and Full Time Clerks. All hours worked in excess of thirty-two hours in a holiday week shall be paid at the rate of time and one-half (1 ½) their regular hourly rate.

In a week in which a full day holiday occurs, all time worked in excess of twenty-eight (28) hours (excluding Saturday and Sunday) shall be paid at a rate of time and one-half (1 ½) their hourly rate for all Junior Clerks and Part Time Clerks.

Working hours shall be consecutive except for a meal period of sixty (60) minutes which shall be provided during such hours as the Employer may designate and which shall not count in computing the number of hours worked.

All employees shall receive a fifteen (15) minute rest period for each four (4) hours worked which shall be included in computing the number of hours worked.

All employees working more than thirty-five (35) hours per week shall be considered Journeyman Clerks or Full Time Clerks and all employees working thirty-five (35) hours or less per week shall be considered Junior Clerks, Part Time Clerks or Courtesy Clerks.

Effective 6-1-15, all Part Time Clerks and Junior Clerks (regardless of their date of hire) shall be scheduled to work a minimum of 21 regular (non-overtime) hours each week from Monday – Friday. All Courtesy Clerks shall be scheduled to work a minimum of 21 regular (non-overtime) hours each week from Monday – Saturday.

Saturday and Sunday shall not be considered as part of the regular work week for Junior Clerks and Part Time Clerks. Sunday shall not be considered part of the regular work week for Courtesy Clerks.

The Employer shall post a weekly work schedule for all employees covered by this Agreement, no later than 5:00 PM each Friday for the following week. Changes may be made to this schedule in emergency only and with verification by the Union.

When new employee training takes place in an existing store, it is not the Company's intention to adversely affect the scheduled working hours of the regular employees of that store. The Company will act in good faith and make its best reasonable and diligent attempts to provide a regular schedule to affected employees.

Effective 1-3-11, all probationary Junior Clerks and Part Time Clerks shall not be scheduled to work more than 35 hours in any given week (Monday-Friday). All probationary Courtesy Clerks shall not be scheduled to work more than 29 hours in any given week (Monday-Saturday).

ARTICLE XXXII – WAGES

A. Minimum general across the board wage increases for all employees in the bargaining unit on or before March 29th, 2015:

	3/30/2015	1/4/2016	4/4/2016	1/2/2017	4/3/2017	1/1/2018
Department Manager	\$0.375	\$0.25	\$0.375	\$0.25	\$0.375	\$0.25
Full Time Clerk	\$0.375	\$0.25	\$0.375	\$0.25	\$0.375	\$0.25
Journeyman Clerk	\$0.375	\$0.25	\$0.375	\$0.25	\$0.375	\$0.25
Journeyman & Apprentice Butchers	\$0.375	\$0.25	\$0.375	\$0.25	\$0.375	\$0.25
Part Time Clerk	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Junior Clerk	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Courtesy Clerk	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

B. Recognition of New Department Manager Classifications: Effective 1-3-11 the following classifications shall be recognized as Department Managers:

1. Grocery Department Manager
2. Produce Department Manager
3. Deli Department Manager
4. Dairy Department Manager
5. Bakery Department Manager

C. Effective 1-3-11, in current stores there shall be a 90 day probationary period for all newly appointed department managers. Effective 1-3-11, in new stores only, there will be a 120 day probationary period for all newly hired or promoted department managers. During said trial period the member shall receive, at minimum, the appropriate Department Managers minimum rate of pay as stated below for their respective department.

D. Any employee designated to cover for a Department Manager's position, specifically named in this Agreement, absent due to vacation(s), sickness, workers' compensation leave, disability leave or personal leave for at least 5 days in any single payroll week will be paid an additional \$.50 per hour to their base rate for all hours worked in that position.

E. New minimum wage rates for employees for the term of this Agreement:

	Current	1/1/2016	1/1/2017	1/1/2018
Meat & Seafood Department Managers	\$22.50	\$23.00		
Grocery, Produce, Deli, Dairy & Bakery Department Managers	\$17.00	\$18.00		\$18.50
Journeyman Butcher	\$18.00	\$18.25		\$18.50
Apprentice Butcher	\$15.00	\$15.50	\$16.00	\$16.25
Journeyman Clerk	\$12.25	\$13.25	\$13.75	
FT Clerk	\$12.25	\$13.25	\$13.75	
Junior Clerk	\$9.00	\$9.25		
PT Clerk	\$9.00	\$9.25		
PT Courtesy Clerk	\$8.90	\$9.15		

F. Front End Supervisors - The Company may from time to time appoint bargaining unit employees to the position of Front End Supervisor status. In such cases, it is agreed that such employees will be paid a differential of one dollar (\$1) per hour for all hours worked while holding the status of Front End Supervisor.

Appointment to and removal from Front End Supervisor status shall be at the sole discretion of the Company. There will be a minimum of two (2) Front End Supervisors per food store.

G. All Journeyman Clerks and Full Time Clerks hired on or after March 30th, 2015, shall receive the following minimum rate & wage progression:

After 60 days of employment - \$490.00 per week

Effective 01/01/16 - \$530.00 per week

Effective 01/01/17 - \$550.00 per week

Thereafter, these employees shall receive an increase of twenty (\$20.00) dollars per week in accordance with the dates listed on the schedule of the general across the board wage increases.

Department Managers, Butchers, Apprentice Butchers, Journeymen and Full Time Clerks hired at or above the minimum rate, in any event, shall receive a ten (\$10.00) dollar per week increase after sixty (60) days of employment and thereafter shall receive their increases in accordance with the schedule of the general across the board wage increases.

H. All Junior Clerks and Part Time Clerks hired on or after March 30th, 2015, shall receive the following minimum rate & wage progression:

After 6 months of employment - \$9.00 per hour

Effective 01/01/16 - \$9.25 per hour

Thereafter, these employees shall receive an increase of twenty-five (.25¢) cents per hour in accordance with the dates listed on the schedule of the general across the board wage increases.

I. All Courtesy Clerks hired on or after March 30th, 2015, shall receive the following minimum rates & wage progression:

After 6 months of employment - \$8.90 per hour

Effective 01/01/16 - \$9.15 per hour

Thereafter, these employees shall receive an increase of fifteen (.15¢) cents per hour in accordance with the dates listed on the schedule of the general across the board wage increases.

All Part Time Clerks, Junior Clerks and Courtesy Clerks upon completion of their probationary period will receive a twenty-five (.25) cents per hour increase. Thereafter their first general wage increase will be paid in accordance with this schedule:

August, September, October, November, December & January –
February, March, April, May, June, July -

1st increase in April
1st increase in October

Junior Clerks & Part Time Clerks hired at or above the minimum rate, in any event, shall receive an increase of twenty-five cents (\$.25) per hour after six (6) months of employment and thereafter, receive an increase of twenty-five cents (\$.25) per hour in accordance with the dates listed on the schedule of the general across the board wage increases.

Part Time Courtesy Clerks hired at or above the minimum rate, in any event, shall receive an increase of twenty-five cents (\$.25) per hour after six (6) months of employment and thereafter, receive an increase of fifteen cents (\$.15) per hour in accordance with the dates listed on the schedule of the general across the board wage increases.

J. Effective June 1st, 1999, new category, new hires:- Part-time Courtesy Clerks shall work twenty-nine (29) hours or less, Monday through Saturday, and shall receive time and one half (1 1/2) time for all hours worked in excess of twenty-nine (29), Monday through Saturday and for all hours worked on Sunday.

The duties shall be limited to bagging, collecting shopping carts, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands, displays by check stands, putting away overstocks and throw backs and straightening out bread stands.

On a case by case basis, the Company will consider reclassifying to Part Time Clerk/Junior Clerks those Courtesy Clerks who petition the Company to review whether they meet the requirements of a Part Time/Junior Clerk position.

K. All Meat and Fish Department Managers hired on or after March 30th, 2015, shall receive the following minimum rates & wage progression:

After 60 days of employment - \$900.00 per week
Effective 01/01/16 - \$920.00 per week

Thereafter they shall receive increases in accordance with the schedule of the general across the board wage increases.

L. All Grocery, Produce, Deli, Dairy & Bakery Department Managers hired on or after March 30th, 2015, shall receive the following minimum rate & wage progression:

After 60 days of employment - \$680.00 per week
Effective 01/01/16 - \$720.00 per week
Effective 01/01/18 - \$740.00 per week

Thereafter they shall receive increases in accordance with the schedule of the general across the board wage increases.

M. All Full Time Journeyman Butchers hired on or after March 30th, 2015, shall receive the following minimum rate & wage progression:

After 60 days of employment - \$720.00 per week
Effective 01/01/16 - \$730.00 per week
Effective 01/01/18 - \$740.00 per week

Thereafter they shall receive increases in accordance with the schedule of the general across the board wage increases.

N. All Full Time Apprentice Butchers hired or appointed on or after March 30th, 2015 shall receive the following minimum rate & wage progression:

After 60 days of employment - \$600.00 per week

Effective 01/01/16 - \$620.00 per week

Effective 01/01/17 - \$640.00 per week

Effective 01/01/18 - \$650.00 per week

Thereafter they shall receive increases in accordance with the schedule of the general across the board wage increases.

All Apprentice Butchers who complete a thirty-six (36) month apprenticeship program shall receive the full Journeyman Butcher rates and all future increases in accordance with the schedule of general across the board wage increases. All Apprentice Butchers can request a cutting test up to two (2) times in a one (1) year period, every year, throughout their Apprenticeship. The Company will determine if the Apprentice Butcher passes the test.

O. In the event of a change in the minimum wage law, to a rate higher than that called for as starting rate in the Union Contract, the higher rate shall take precedent and the Twenty-five \$.25 Cents per hour increase every six (6) months shall be in addition thereto.

ARTICLE XXXIII - PART-TIME CREDIT AND PREFERENCE

All Junior Clerk, Part Time Clerks or Courtesy Clerks covered under this Agreement who shall become Journeyman Clerks or Full Time Clerks for one (1) week or more, shall for the purpose of computing length of service requirements to fall into the Full Time progression rate range, receive credit computed on the basis of half-time credit for the length of continuous service rendered by them as regular Junior Clerks, Part Time Clerks or Courtesy Clerks. However, should their Junior Clerk, Part Time Clerk or Courtesy Clerk hourly rate be higher than that called for under the Journeyman Clerk or Full Time progression schedule, then they shall receive the higher rate and proceed to receive increases in accordance with the schedule for general across the board wage increases.

All Junior Clerks, Part Time Clerks or Courtesy Clerks are to receive, first preference for all Full Time temporary work assignments during the summer months and holiday seasons.

ARTICLE XXXIV - BULLETIN BOARD

The Union shall share existing store bulletin boards for the use of regular union notices.

ARTICLE XXXV - PRIOR PRIVILEGES

The Employer agrees that any conditions other than those set forth in this Agreement, and enjoyed prior to the renewal of this Agreement by the employees of the Company, shall be continued in full force and effect on behalf of such employees.

ARTICLE XXXVI- SHOP STEWARDS

The Employer recognizes the right of the Union to have one (1) Journeyman Clerk or Full Time Clerk shop steward and one (1) Junior Clerk, Part Time Clerk or Courtesy Clerk shop steward in each store. The shop stewards in each store shall not be transferred without prior notice and discussion with the Union. The Employer will, with adequate notice, arrange for one (1) Journeyman Clerk or Full Time and one (1) Junior Clerk, Part Time Clerk or Courtesy Clerk shop steward from each store to have the same scheduled day off with pay, for the purpose of attending the Union's shop steward seminar. Shop Stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slowdowns, or job actions.

ARTICLE XXXVII - AUTOMATION

The Employer agrees that in the event of installation of any form of automation in any of its stores, markets or part thereof, the Union shall then have the right to renegotiate wages and conditions for the Union members in those affected stores, markets or parts thereof.

ARTICLE XXXVIII - ENFORCEABILITY OF ANY PART OF AGREEMENT

The parties hereto agree that should any Article or subdivision of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of any acts, law or decisions of any established Governmental Agency or Court, then said Article or subdivision so declared shall not affect the validity and enforceability of any other Article or subdivision thereof, and the remainder of this Agreement shall continue in full force and effect for its duration, provided said declaration is so limited that the remainder of this Agreement may be isolated and enforceable with respect to both parties and include mutually binding obligations as to terms and conditions of employment.

ARTICLE XXXIX - SUCCESSORS CLAUSE

For purposes of this Article XXXIX, the following terms shall have the following meanings: 1) the term "Company" shall be defined as Fairway Group Holdings Corp.; and 2) the term "Fairway" shall refer to the physical store locations that operate and/or conduct business under the banner, brand or trade name of "Fairway" or "Fairway Market".

This Agreement shall be binding upon the Company and its successors and assigns. The Company agrees that in the event of a successor to the Company (by purchase of common stock, merger or consolidation) that continues to operate the business of Fairway, the Successor shall assume and perform unconditionally the obligations of the Company in this Collective Bargaining Agreement in accordance with its terms.

In no event shall such transfer, delegation or sale to the successor terminate, or be deemed to constitute a termination of Fairway Employees employment. The Union shall continue to be bound by this Agreement in the event of such a sale, transfer, delegation or acquisition.

The Parties to this agreement shall be bound by the "Settlement Agreement" dated and executed on May 19, 2009 by Fairway Group Holdings Corp., United Food and Commercial Workers Local 1500 and United Food and Commercial Workers International Union.

ARTICLE XL – SCHOLARSHIP FUND

The Employer shall contribute a lump sum payment of \$13,000 to the UFCW Local 1500 Scholarship Fund on each of the following dates:

- September 7, 2015
- September 5, 2016
- September 4, 2017

ARTICLE XLI – NO DISCRIMINATION CLAUSE

The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, union affiliation, age, sex, sexual orientation, disability, national origin, genetic information, or gender identity or expression.

ARTICLE XLIII - TERM OF AGREEMENT

This Agreement shall be effective as of March 30th, 2015, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the April 1st, 2018, date or any annual date of expiration thereafter, written notice by registered mail is given by either party to the other of a desire to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective representatives and their seals affixed thereof, the day and year first above written.

FAIRWAY GROUP HOLDINGS CORP.

UNITED FOOD & COMMERCIAL WORKERS UNION,
LOCAL 1500, chartered by U.F.C.W INTERNATIONAL
UNION, AFL-CIO, CLC

By:



By:


